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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA GUADALUPE DIAZ; A.D., a
minor by and through his Guardian Ad
Litem, MARIA GUADALUPE DIAZ;
A.D., a minor by and through his
Guardian Ad Litem, MARIA
GUADALUPE DIAZ; LEONARDO
DIAZ; and RAMONA RAMIREZ DE
DIAZ,

Plaintiffs,

v.

CITY OF TORRANCE; and DOES 1-10,
inclusive,

Defendants.

Case No. 2:25-cv-03389-JLS(JCx)

Honorable Josephine L. Staton
Courtroom 8A

**STIPULATION AND [PROPOSED]
PROTECTIVE ORDER**

Action filed: 04/17/25

1 **1. A. PURPOSES AND LIMITATIONS**

2 As the parties have represented that discovery in this action is likely
3 to involve production of confidential, proprietary, or private information for
4 which special protection from public disclosure and from use for any purpose
5 other than prosecuting this litigation may be warranted, this Court enters
6 the following Protective Order. This Order does not confer blanket
7 protections on all disclosures or responses to discovery. The protection it
8 affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the
10 applicable legal principles. Further, as set forth in Section 12.3, below, this
11 Protective Order does not entitle the parties to file confidential information
12 under seal. Rather, when the parties seek permission from the court to file
13 material under seal, the parties must comply with Civil Local Rule 79-5 and
14 with any pertinent orders of the assigned District Judge and Magistrate
15 Judge.

16 **B. GOOD CAUSE STATEMENT**

17 This action is likely to involve discovery that is confidential and
18 privileged for which special protection from public disclosure and from use
19 for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among
21 other things, information pertaining to Torrance Police Department's
22 ("TPD") investigation of the underlying criminal activities, as well as peace
23 officer personnel file information and/or documents which the Parties agree
24 includes (1) Personal data, including marital status, family members,
25 educational and employment history, home addresses, or similar
26 information; (2) Medical history; (3) Election of employee benefits; (4)
27 Employee advancement, appraisal or discipline; and (5) Complaints, or
28 investigations of complaints, if any, concerning an event or transaction in

1 which a peace officer participated, or which a peace officer perceived, and
2 pertaining to the manner in which the peace officer performed his or her
3 duties. Such confidential materials and information consist of, among other
4 things, materials entitled to privileges and/or protections under the
5 following: United States Constitution, First Amendment; the California
6 Constitution, Article I, Section 1; California Penal Code §§ 832.5, 832.7 and
7 832.8; California Evidence Code §§ 1040 and 1043 et. seq; the Privacy Act of
8 1974, 5 U.S.C. § 552; Health Insurance Portability and Accountability Act
9 of 1996 (HIPPA); the right to privacy; decisional law relating to such
10 provisions; and information otherwise generally unavailable to the public,
11 or which may be privileged or otherwise protected from disclosure under
12 state or federal statutes, court rules, case decisions, or common law.
13 Defendants also contend that such confidential materials and information
14 is entitled to the Official Information Privilege. *Sanchez v. City of Santa*
15 *Ana*, 936 F.2d 1027, 1033 (9th Cir. Cal. 1990); *see also Kerr v. United States*
16 *Dist. Ct. for N.D. Cal.*, 511 F.2d 192, 198 (9th Cir. Cal. 1975). *Aff'd*, 426 U.S.
17 394, 96 S. Ct. 3229, 48 L.Ed.2d 725 (1976). The information is otherwise
18 generally unavailable to the public, or may be privileged or otherwise
19 protected from disclosure under state or federal statutes, court rules, case
20 decisions, or common law. Further, discovery may require depositions,
21 written discovery and/or the production of certain TPD Policies and
22 Procedures, and peace officer training information the public disclosure of
23 which could comprise officer safety, and/or raise security issues.
24 Additionally, public disclosure of such information poses a substantial risk
25 of embarrassment, oppression, and/or physical harm to peace officers whose
26 confidential information is disclosed. The risk of harm to peace officers is
27 greater than with other government employees due to the nature of their
28 profession. The benefit of public disclosure of confidential information is

1 minimal while the potential disadvantages are great.

2 Accordingly, to expedite the flow of information, to facilitate the
3 prompt resolution of disputes over confidentiality of discovery materials, to
4 adequately protect information the parties are entitled to keep confidential,
5 to ensure that the parties are permitted reasonable necessary uses of such
6 material in preparation for and in the conduct of trial, to address their
7 handling at the end of the litigation, and serve the ends of justice, a
8 protective order for such information is justified in this matter. It is the
9 intent of the parties that information will not be designated as confidential
10 for tactical reasons and that nothing be so designated without a good faith
11 belief that it has been maintained in a confidential, non-public manner, and
12 there is good cause why it should not be part of the public record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: Maria Guadalupe Diaz; A.D., a minor by and through his
15 Guardian Ad Litem, Maria Guadalupe Diaz; A.D., a minor by and through his
16 Guardian Ad Litem, Maria Guadalupe Diaz; Leonardo Diaz; and Ramona
17 Ramirez De Diaz v. City of Torrance, and DOES 1 to 10, inclusive.

18 2.2 Challenging Party: a Party or Non-Party that challenges the
19 designation of information or items under this Order.

20 2.3 "CONFIDENTIAL" Information or Items: information
21 (regardless of how it is generated, stored or maintained) or tangible things
22 that qualify for protection under Federal Rule of Civil Procedure 26(c), and
23 as specified above in the Good Cause Statement.

24 2.4 Counsel: Outside Counsel of Record and House Counsel (as well
25 as their support staff).

26 2.5 Designating Party: a Party or Non-Party that designates
27 information or items that it produces in disclosures or in responses to
28 discovery as "CONFIDENTIAL."

1 2.6 Disclosure or Discovery Material: all items or information,
2 regardless of the medium or manner in which it is generated, stored, or
3 maintained (including, among other things, testimony, transcripts, and
4 tangible things), that are produced or generated in disclosures or responses
5 to discovery in this matter.

6 2.7 Expert: a person with specialized knowledge or experience in a
7 matter pertinent to the litigation who has been retained by a Party or its
8 counsel to serve as an expert witness or as a consultant in this Action.

9 2.8 House Counsel: attorneys who are employees of a party to this
10 Action. House Counsel does not include Outside Counsel of Record or any
11 other outside counsel.

12 2.9 Non-Party: any natural person, partnership, corporation,
13 association, or other legal entity not named as a Party to this action.

14 2.10 Outside Counsel of Record: attorneys who are not employees of
15 a party to this Action but are retained to represent or advise a party to this
16 Action and have appeared in this Action on behalf of that party or are
17 affiliated with a law firm which has appeared on behalf of that party, and
18 includes support staff.

19 2.11 Party: any party to this Action, including all of its officers,
20 directors, employees, consultants, retained experts, and Outside Counsel of
21 Record (and their support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure
23 or Discovery Material in this Action.

24 2.13 Professional Vendors: persons or entities that provide litigation
25 support services (e.g., photocopying, videotaping, translating, preparing
26 exhibits or demonstrations, and organizing, storing, or retrieving data in
27 any form or medium) and their employees and subcontractors.

28 2.14 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL.”

2 2.15 Receiving Party: a Party that receives Disclosure or Discovery
3 Material from a Producing Party.

4 **3. SCOPE**

5 The protections conferred by this Order cover not only Protected
6 Material (as defined above), but also (1) any information copied or extracted
7 from Protected Material; (2) all copies, excerpts, summaries, or compilations
8 of Protected Material; and (3) any deposition testimony, conversations, or
9 presentations by Parties or their Counsel that might reveal Protected
10 Material, other than during a court hearing or at trial.

11 Any use of Protected Material during a court hearing or at trial shall
12 be governed by the orders of the presiding judge. This Order does not govern
13 the use of Protected Material during a court hearing or at trial.

14 **4. DURATION**

15 Even after final disposition of this litigation, the confidentiality
16 obligations imposed by this Order shall remain in effect until a Designating
17 Party agrees otherwise in writing or a court order otherwise directs. Final
18 disposition shall be deemed to be the later of (1) dismissal of all claims and
19 defenses in this Action, with or without prejudice; and (2) final judgment
20 herein after the completion and exhaustion of all appeals, rehearings,
21 remands, trials, or reviews of this Action, including the time limits for filing
22 any motions or applications for extension of time pursuant to applicable law.

23 **5. DESIGNATING PROTECTED MATERIAL**

24 5.1 Exercise of Restraint and Care in Designating Material for
25 Protection.

26 Each Party or Non-Party that designates information or items for
27 protection under this Order must take care to limit any such designation to
28 specific material that qualifies under the appropriate standards. The

1 Designating Party must designate for protection only those parts of
2 material, documents, items, or oral or written communications that qualify
3 so that other portions of the material, documents, items, or communications
4 for which protection is not warranted are not swept unjustifiably within the
5 ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited.
7 Designations that are shown to be clearly unjustified or that have been
8 made for an improper purpose (e.g., to unnecessarily encumber the case
9 development process or to impose unnecessary expenses and burdens on
10 other parties) may expose the Designating Party to sanctions.

11 If it comes to a Designating Party's attention that information or items
12 that it designated for protection do not qualify for protection, that
13 Designating Party must promptly notify all other Parties that it is
14 withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise
16 provided in this Order (see, e.g., second paragraph of Section 5.2(a) below),
17 or as otherwise stipulated or ordered, Disclosure or Discovery Material that
18 qualifies for protection under this Order must be clearly so designated
19 before the material is disclosed or produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or
22 electronic documents, but excluding transcripts of depositions or other
23 pretrial or trial proceedings), that the Producing Party affix at a minimum,
24 the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to
25 each page that contains protected material. If only a portion of the material
26 on a page qualifies for protection, the Producing Party also must clearly
27 identify the protected portion(s) (e.g., by making appropriate markings in
28 the margins).

1 A Party or Non-Party that makes original documents available for
2 inspection need not designate them for protection until after the inspecting
3 Party has indicated which documents it would like copied and produced.
4 During the inspection and before the designation, all of the material made
5 available for inspection shall be deemed "CONFIDENTIAL." After the
6 inspecting Party has identified the documents it wants copied and produced,
7 the Producing Party must determine which documents, or portions thereof,
8 qualify for protection under this Order. Then, before producing the specified
9 documents, the Producing Party must affix the "CONFIDENTIAL legend"
10 to each page that contains Protected Material. If only a portion of the
11 material on a page qualifies for protection, the Producing Party also must
12 clearly identify the protected portion(s) (e.g., by making appropriate
13 markings in the margins).

14 (b) for testimony given in depositions that the Designating
15 Party identifies the Disclosure or Discovery Material on the record, before
16 the close of the deposition all protected testimony.

17 (c) for information produced in some form other than
18 documentary and for any other tangible items, that the Producing Party
19 affix in a prominent place on the exterior of the container or containers in
20 which the information is stored the legend "CONFIDENTIAL." If only a
21 portion or portions of the information warrants protection, the Producing
22 Party, to the extent practicable, shall identify the protected portion(s).

23 5.3 Inadvertent Failures to Designate. If timely corrected, an
24 inadvertent failure to designate qualified information or items does not,
25 standing alone, waive the Designating Party's right to secure protection
26 under this Order for such material. Upon timely correction of a designation,
27 the Receiving Party must make reasonable efforts to assure that the
28 material is treated in accordance with the provisions of this Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

2 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer. The Challenging Party shall initiate the
6 dispute resolution process under Local Rule 37-1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall
8 be on the Designating Party. Frivolous challenges, and those made for an
9 improper purpose (e.g., to harass or impose unnecessary expenses and
10 burdens on other parties) may expose the Challenging Party to sanctions.
11 Unless the Designating Party has waived or withdrawn the confidentiality
12 designation, all parties shall continue to afford the material in question the
13 level of protection to which it is entitled under the Producing Party's
14 designation until the Court rules on the challenge.

15 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

16 7.1 Basic Principles. A Receiving Party may use Protected Material
17 that is disclosed or produced by another Party or by a Non-Party in
18 connection with this Action only for prosecuting, defending or attempting to
19 settle this Action. Such Protected Material may be disclosed only to the
20 categories of persons and under the conditions described in this Order.
21 When the Action has been terminated, a Receiving Party must comply with
22 the provisions of section 13 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving
24 Party at a location and in a secure manner that ensures that access is
25 limited to the persons authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating
28 Party, a Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this
3 Action, as well as employees of said Outside Counsel of Record to whom it
4 is reasonably necessary to disclose the information for this Action;

5 (b) the officers, directors, and employees (including House
6 Counsel) of the Receiving Party to whom disclosure is reasonably necessary
7 for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to
9 whom disclosure is reasonably necessary for this Action and who have
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and
14 Professional Vendors to whom disclosure is reasonably necessary for this
15 Action and who have signed the “Acknowledgment and Agreement to Be
16 Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the
18 information or a custodian or other person who otherwise possessed or knew
19 the information;

20 (h) during their depositions, witnesses, and attorneys for
21 witnesses, in the Action to whom disclosure is reasonably necessary
22 provided: (1) the deposing party requests that the witness sign the form
23 attached as Exhibit A hereto; and (2) they will not be permitted to keep any
24 confidential information unless they sign the “Acknowledgment and
25 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
26 Designating Party or ordered by the court. Pages of transcribed deposition
27 testimony or exhibits to depositions that reveal Protected Material may be
28 separately bound by the court reporter and may not be disclosed to anyone

1 except as permitted under this Stipulated Protective Order; and

2 (i) any mediators or settlement officers and their supporting
3 personnel, mutually agreed upon by any of the parties engaged in
4 settlement discussions.

5 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
6 **PRODUCED IN OTHER LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other
8 litigation that compels disclosure of any information or items designated in
9 this Action as “CONFIDENTIAL,” that Party must:

10 (a) promptly notify in writing the Designating Party. Such
11 notification shall include a copy of the subpoena or court order;

12 (b) promptly notify in writing the party who caused the
13 subpoena or order to issue in the other litigation that some or all of the
14 material covered by the subpoena or order is subject to this Protective
15 Order. Such notification shall include a copy of this Stipulated Protective
16 Order; and

17 (c) cooperate with respect to all reasonable procedures sought
18 to be pursued by the Designating Party whose Protected Material may be
19 affected. If the Designating Party timely seeks a protective order, the Party
20 served with the subpoena or court order shall not produce any information
21 designated in this action as “CONFIDENTIAL” before a determination by
22 the court from which the subpoena or order issued, unless the Party has
23 obtained the Designating Party’s permission. The Designating Party shall
24 bear the burden and expense of seeking protection in that court of its
25 confidential material and nothing in these provisions should be construed
26 as authorizing or encouraging a Receiving Party in this Action to disobey a
27 lawful directive from another court.

28 ///

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**
2 **BE PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information
4 produced by a Non-Party in this Action and designated as
5 “CONFIDENTIAL.” Such information produced by Non-Parties in
6 connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery
10 request, to produce a Non-Party’s confidential information in its possession,
11 and the Party is subject to an agreement with the Non-Party not to produce
12 the Non-Party’s confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and
14 the Non-Party that some or all of the information requested is subject to a
15 confidentiality agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the
17 Stipulated Protective Order in this Action, the relevant discovery request(s),
18 and a reasonably specific description of the information requested; and

19 (3) make the information requested available for
20 inspection by the Non-Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this
22 court within 14 days of receiving the notice and accompanying information,
23 the Receiving Party may produce the Non-Party’s confidential information
24 responsive to the discovery request. If the Non-Party timely seeks a
25 protective order, the Receiving Party shall not produce any information in
26 its possession or control that is subject to the confidentiality agreement with
27 the Non-Party before a determination by the court. Absent a court order to
28 the contrary, the Non-Party shall bear the burden and expense of seeking

1 protection in this court of its Protected Material.

2 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
3 **MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has
5 disclosed Protected Material to any person or in any circumstance not
6 authorized under this Stipulated Protective Order, the Receiving Party
7 must immediately (a) notify in writing the Designating Party of the
8 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
9 copies of the Protected Material, (c) inform the person or persons to whom
10 unauthorized disclosures were made of all the terms of this Order, and (d)
11 request such person or persons to execute the “Acknowledgment and
12 Agreement to Be Bound” attached hereto as Exhibit A.

13 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
14 **OTHERWISE PROTECTED MATERIAL**

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other
17 protection, the obligations of the Receiving Parties are those set forth in
18 Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended
19 to modify whatever procedure may be established in an e-discovery order
20 that provides for production without prior privilege review. Pursuant to
21 Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an
22 agreement on the effect of disclosure of a communication or information
23 covered by the attorney-client privilege or work product protection, the
24 parties may incorporate their agreement in the stipulated protective order
25 submitted to the court.

26 **12. MISCELLANEOUS**

27 12.1 Right to Further Relief. Nothing in this Order abridges the right
28 of any person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. By stipulating to the entry of
2 this
3 Protective Order, no Party waives any right it otherwise would have to
4 object to disclosing or producing any information or item on any ground not
5 addressed in this Stipulated Protective Order. Similarly, no Party waives
6 any right to object on any ground to use in evidence of any of the material
7 covered by this Protective Order.

8 12.3 Filing Protected Material. A Party that seeks to file under seal
9 any Protected Material must comply with Local Civil Rule 79-5. Protected
10 Material may only be filed under seal pursuant to a court order authorizing
11 the sealing of the specific Protected Material. If a Party's request to file
12 Protected Material under seal is denied by the court, then the Receiving
13 Party may file the information in the public record unless otherwise
14 instructed by the Court.

15 **13. FINAL DISPOSITION**

16 After the final disposition of this Action, as defined in Section 4, within
17 60 days of a written request by the Designating Party, each Receiving Party
18 must return all Protected Material to the Producing Party or destroy such
19 material. As used in this subdivision, "all Protected Material" includes all
20 copies, abstracts, compilations, summaries, and any other format
21 reproducing or capturing any of the Protected Material. Whether the
22 Protected Material is returned or destroyed, the Receiving Party must
23 submit a written certification to the Producing Party (and, if not the same
24 person or entity, to the Designating Party) by the 60 day deadline that (1)
25 identifies (by category, where appropriate) all the Protected Material that
26 was returned or destroyed and (2) affirms that the Receiving Party has not
27 retained any copies, abstracts, compilations, summaries or any other format
28 reproducing or capturing any of the Protected Material. Notwithstanding

1 this provision, Counsel are entitled to retain an archival copy of all
2 pleadings, motion papers, trial, deposition, and hearing transcripts, legal
3 memoranda, correspondence, deposition and trial exhibits, expert reports,
4 attorney work product, and consultant and expert work product, even if
5 such materials contain Protected Material. Any such archival copies that
6 contain or constitute Protected Material remain subject to this Protective
7 Order as set forth in Section 4.

8 **14. VIOLATION**

9 Any violation of this Order may be punished by appropriate measures
10 including, without limitation, contempt proceedings and/or monetary
11 sanctions.

12 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

13 DATED: October 17, 2025 LAW OFFICES OF DALE K. GALIPO

14
15 /s/ Eric Valenzuela

16 Dale K. Galipo

Eric Valenzuela

Attorneys for Plaintiffs

MARIA GUADALUPE DIAZ; A.D., a minor
by and through his Guardian Ad Litem,

MARIA GUADALUPE DIAZ; A.D., a minor
by and through his Guardian Ad Litem,

MARIA GUADALUPE DIAZ; LEONARDO
DIAZ; and RAMONA RAMIREZ DE DIAZ

21 DATED: October 17, 2025 JONES MAYER

22
23 /s/ Angela M. Powell

24 Angela M. Powell

Thurgood M. Wynn

Attorneys for Defendant

CITY OF TORRANCE

26
27 [JUDGE'S ORDER AND SIGNATURE FOLLOWS]
28

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: _____

HON. JACQUELINE CHOOLJIAN
UNITED STATES MAGISTRATE
JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[address], declare under penalty of perjury that I have read in its entirety
and understand the Stipulated Protective Order that was issued by the
United States District Court for the Central District of California on
_____[date] in the case of *Maria Guadalupe Diaz, et al. v. City of
Torrance, et al.*, Case No. 2:25-cv-03389-JLS (JCx). I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order, and I
understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise
that I will not disclose in any manner any information or item that is subject
to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Stipulated Protective Order.

I further agree to submit to the jurisdiction of the United States
District Court for the Central District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I hereby
appoint _____ [full name] _____ of
_____ [address and telephone
number] _____ as my California agent
for service of process in connection with this action or any proceedings
related to enforcement of this Stipulated Protective Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____